



The Comptroller General  
of the United States

Washington, D.C. 20548

## Decision

Matter of: Pines Steel Supply Corporation  
File: B-227543  
Date: July 27, 1987

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### DIGEST

1. Where protest alleges that protester was improperly denied award as low offeror and subsequent information shows that the protester was relying upon erroneous price information in concluding that it was the low offeror, the basis for protest no longer exists since the correct pricing information shows that protester was the second-low offeror.

2. A protester has no standing to claim a mistake in a competitor's offer because it is the sole responsibility of the contracting parties--the government and the offeror--to assert rights and bring forth evidence necessary to resolve mistake questions.

3. There is nothing illegal in the submission and acceptance of a below-cost offer. If a below cost offer has been submitted, whether the firm can perform successfully at its offered price is to be considered in the contracting officer's determination of whether the firm is responsible.

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### DECISION

Pines Steel Supply Corporation protests the award of a contract for a quantity of galvanized steel pipe to C&C Supply Corporation under solicitation No. DLA700-86-R-4690 issued by the Defense Logistics Agency. We dismiss the protest.

By letter dated June 23, 1987, Pines alleged, based upon information provided in the agency's "Notice to Unsuccessful Offerors," that it was improperly rejected as the low offeror. Subsequently, by letter dated July 6, Pines alleged that information contained in the June 29, 1987, edition of the Commerce Business Daily (CBD) indicated that C&C's offer contained a mistake. Accordingly, Pines questions whether the agency applied the mistake procedures outlined in the Federal Acquisition Regulation (FAR), 48 C.F.R. § 15.607(c)(1) (1986), and suggests that C&C will be unable to perform at the price quoted in the CBD.

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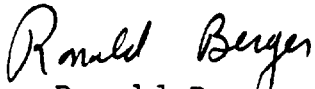
The protester's submission states that it offered an all or nothing price of \$1.21 per linear foot for 368,750 feet of pipe. The "Notice To Unsuccessful Offerors" quoted the offer of C&C as \$1.34 for two thirds of the pipe and \$1.18 for the remaining third, or an average price of \$1.28 per linear foot. By contrast, the CBD notice stated that C&C offered an average price of \$.9223 per linear foot. We informally are advised by the agency that the quotation contained in the "Notice To Unsuccessful Offerors" was in error and that the CBD notice in fact contained the correct price quotation. Accordingly, Pines was not the low offeror and was not entitled to the award as low offeror.

Pines argues that C&C's offer is so low that it must either be based upon a misunderstanding of the solicitation or a mistaken bid from its supplier and "questions whether the procuring agency . . . requested adequate verification of C&C's offer." Consequently, Pines requests that our Office direct the procuring agency to take steps to verify that C&C understands and intends to comply with the requirements of the solicitation and that C&C's price is not mistaken.

We will not consider this aspect of the protest. It is solely the responsibility of the contracting parties--the government and the offeror--to assert rights and bring forth the necessary evidence to resolve mistake questions concerning that offer. Window Systems Engineering, B-222600, June 2, 1986, 86-1 CPD ¶ 509. A protester thus has no standing to claim that a mistake exists in its competitor's offer. Id.

Similarly, we have no basis to consider Pines' assertion that C&C's offer is unreasonably low, and that C&C may not be able to perform at its offered price. There is nothing legally objectionable in the submission and acceptance of a below-cost offer. Id. If a below-cost offer has been submitted, the question of whether the firm can perform at that price relates to the responsibility of the firm, which must be determined prior to award. This Office will not consider challenges to a determination that an offeror is responsible except in limited circumstances, see 4 C.F.R. § 21.3(f)(5) (1986), none of which is alleged in this case.

The protest is dismissed.

  
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General Counsel